

Issue Date:	RFP#: DHCD-961-56-08-23-2019
Title:	Market Analysis, Strategy Development, and Organizational Development services
Commodity Code:	961-56
Issuing Agency:	Virginia Department of Housing and Community Development 600 East Main Street, Suite 300 Richmond, Virginia 23219
Where work will be performed:	Statewide communities: Northampton Co., City of Norton, Town of South Boston, City of Galax, Highland County, and Alleghany County.
Period of Contract:	November 01, 2019 through November 01, 2020
Contract Renewal Period:	Up to TWO (2) additional one-year contracts following initial contract period
Proposals for furnishing the services described herein will be received until:	October 23, 2019 4:00 p.m.
All inquiries for information should be directed to:	Jessica Hartness Business Launch Coordinator, Community Development Telephone: (804) 371-7121 Email: Jessica.Hartness@dhcd.virginia.gov

SEND ALL PROPOSALS DIRECTLY TO ISSUING AGENCY. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, 600 EAST MAIN STREET, SUITE 300, RICHMOND, VIRGINIA 23219

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

***PREBID CONFERENCE:** A optional prebid conference will be held on **October 02, 2019 (10:00 a.m.)** at the Virginia Department of Housing and Community Development, 600 East Main Street, Suite 300 Richmond, Virginia 23219. (Reference: VIII Preproposal Conference). If special ADA accommodations are needed, please contact Christopher Mattox @ Christopher.Mattox@dhcd.virginia.gov or (804) 371-7012 by **October 16, 2019.**

_____ **Zip Code:** _____

FEI/FIN NO. _____

DATE: _____
By: _____
Title: _____
Tel: (_____) _____
Fax: (_____) _____

Web Address: _____

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I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract with the Virginia Department of Housing and Community Development (DHCD) for comprehensive strategy development, market analysis, and organizational development for the Rural Community Development Initiative's (RCDI) selected communities, including: Alleghany Co.; City of Galax; Highland Co.; Northampton Co.; City of Norton; and Town of South Boston, located throughout the Commonwealth of Virginia

Failure to provide information required by this RFP will be grounds for rejection of the proposal.

II. BACKGROUND:

The Rural Community Development Initiative (RCDI) grant from the United States Department of Agriculture, Rural Development are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes support housing, community facilities and community and economic development projects in rural areas. The funds are used to improve housing, community facilities, and community and economic development projects in rural areas.

The Virginia Department of Housing and Community Development's (DHCD) Community Development Division applied for the RCDI funds to provide communities currently participating in the agency's grant programs additional assistance in the area of strategic planning, market analysis understanding, creation of community economic development projects, and organizational/board development.

The main goal of this assistance is to further develop organizational structures within each community to foster projects, provide a greater understanding of how to interpret and utilize market analysis data in strategic planning, and updating strategic plans based on completed asset inventories.

III. STATEMENT OF NEEDS:

A. General

1. Working in close cooperation with Representative(s) of the DHCD, the Contractor shall provide all of the services, materials, and personnel required to carry out the work described below.
2. The selected Contractor shall report to DHCD's Community Development Business Launch Coordinator.

B. Scope of Work

DHCD seeks to provide technical assistance to low-income rural communities/organizations in three areas of capacity improvement. These areas include: Organizational and Strategy Development (technical assistance building organizational capacity, how to analyze and

interpret market study findings, how to develop new organizations that support community development, and how to develop and implement a strategic plan); Community Relations and Accountability (identifying business service/needs gaps, creating effective plan to fill identified gaps, and cultivating relationships to achieve results); and Resource Development (development of a resource development plan, which can include fund diversification strategies, educational resources for entrepreneurs, quality of life improvements to the community, connections to universities for high growth businesses looking to commercialize, and an asset management plan).

Through the three capacity building focuses, DHCD aims to achieve three main goals:

1. To garner support and trust in each region to form a cohesive strategic plan that addresses organizational, economic, and design improvements in each community, as it pertains to the creation and sustainability of an entrepreneur ecosystem
2. Improve recipients existing programs and create business need gap programming to support the overall entrepreneurial ecosystem
3. Actively engage recipients within the community, and partner with others to better leverage outcomes
4. Teach recipients to effectively manage their resources and identify the resources necessary to meet the goals prioritized in formulated strategic plans.

All work must be consistent with what was submitted in the RCDI application (see attached) and reflect a thorough understanding of community development in rural communities. Additionally, a successful applicant will have ample understanding of how localities may leverage existing assets, analyze market data, and build organizational structures that support their development initiatives. Specifically, the scope of work shall include:

i. Technical Assistance

1. On-Site Training. To carry out the Contractor's responsibilities, the Contractor shall conduct on-site training, as demonstrated in the chart below:

Topic		Trainings		On-Site Facilitations		
	Regional	1-day	2-day	1	3	6
Org. Development/ Leadership	Alleghany Highlands		X (2)			
	Southern Virginia		X (2)			
	Eastern Shore		X (2)			
	By Community					
Community Eco. Dev.	Covington	X				
	Highland	X				
	Norton	X				
	Galax	X				
	South Boston	X				
	Northampton	X				
	By Community					
Business Needs Assess.	Covington		X			
	Highland		X			
	Norton		X			

	Galax		X			
	South Boston		X			
	Northampton		X			
Topic		Trainings		On-Site Facilitations		
		1-day	2-day	1	3	6
	By Community					
Resource Development	Covington				X	
	Highland				X	
	Norton				X	
	Galax				X	
	South Boston				X	
	Northampton				X	
	By Community					
Comm. Relationships & Eco. Dev. Processes	Covington					X
	Highland					X
	Norton					X
	Galax					X
	South Boston					X
	Northampton					X

In summary, the Contractor will conduct:

- Two (2), 2-day trainings in each region for Organizational Development and Leadership (12 days)
- Six (6) one-day trainings on Community Economic Development and Market Analysis (6 days)
- Six (6) 2-day trainings on Business Needs Assessment (12 days)
- Three (3) on-site facilitations in all communities on Resource Development (18 days), and
- Six (6) on-site facilitations in all communities on building Community Relationships and Economic Development Processes (36 days)

For a total of: 84 trainings/on-site facilitations

2. General Assistance. To carry out the Contractor's responsibilities, the Contractor shall provide an additional ten (10) days or eighty (80) hours of general technical assistance around RCDI activities.
 - A. Should the Contractor be unable to complete any portion of the above technical assistance, the Contractor may select another consultant to carry out services. However, the other consultant must be approved by the Virginia Department of Housing and Community Development prior to assignment to this project. The design specialist should have adequate training and experience, including a professional degree in Community/Economic Development and a minimum of five (5) years experience working in community development in rural communities. **Any subsequent change of the individual serving as the consultant requires the Virginia Department of Housing and Community Development's advance approval.**

ii. Materials

1. Strategic Plans. The contractor will provide any and all strategic plans created throughout the process and receive approval by the Virginia Department of Housing and Community Development before sharing with an RCDI community.
2. Workshop Presentations. The Contractor shall provide in-person and/or web-based training sessions on Understanding Market Analysis, Formulating Strategy from Market Analysis, Understanding Historic Tax Credits, Writing Effective Grants, and other community economic development related topics as determined. Training sessions must be coordinated with the DHCD's Business Launch Coordinator. Training materials must be provided electronically to DHCD staff and training attendees.
3. Marketing Materials/Feasibility Studies/Building Renderings. Upon the completion of market analysis, strategy development, and asset inventory, the Contractor will provide any marketing materials created to leverage each community. Should the Contractor assist each community in hiring a marketing consultant to create such materials, the Contractor must comply with the state of Virginia's procurement policy.

iii. Compliance

1. Quarterly Reports. The Contractor shall submit quarterly progress reports to DHCD's Business Launch Coordinator and quarterly progress reports as required by USDA-RD.
 - a. Each report must contain a brief written account of the work performed in each community during the quarter just ended.
 - b. Each report must be completed in the format required by the United States Department of Agriculture (will be provided).
2. Quantitative Tracking. The Contractor must track quantitative data related to the RCDI project as outlined in the original application to Rural Development. Such documentation will include, but is not limited to, how many participants attended a training and how many participants demonstrated increased knowledge of topics after training.

IV. DELIVERY REQUIREMENTS AND SCHEDULE:

1. Specific agreed upon tasks, products and deliverables within the contract period shall be completed on schedules approved by DHCD.
2. The selected Offeror in consultation with DHCD, shall establish a mutually agreeable calendar of dates to deliver the specified above.
3. DHCD, in consultation with the Consultant, shall establish a payment schedule based on a mutually agreeable calendar of dates to deliver services specified above.

V. REPORTING AND DELIVERY INSTRUCTIONS:

1. The Contractor shall provide documentation to the Business Launch Coordinator in accordance with Section III. B. iii, 1. “Quarterly Reports” and 2. “Quantitative Tracking.”

VI. CONSULTANT QUALIFICATIONS

1. Five years experience in the field of non-profit development and/or community economic development to include knowledge of the Virginia Department of Housing and Community Development’s available grant programs.
2. A proven track record of timely delivery of multiple products for multiple clients.
3. Must be able to demonstrate outstanding skills to deal effectively and persuasively with a wide variety of clients and constituents with varying degrees of awareness and understanding of community economic development. These constituencies include local government officials, property and business owners, local non-profits, and local designated Virginia Main Street community program managers.
4. Must be able to demonstrate experience presenting to and facilitating diverse groups around the topics of community economic development.
5. Must be able to demonstrate extensive knowledge of data analysis, including but not limited to, market analysis, target market studies, sales leakage reports, retail marketplace reports, and tapestry segmentation, and how to utilize such information to develop strategic plans.
6. Must be able to demonstrate excellent writing skills, including but not limited to, comprehensive community profiles, strategic plans, marketing plans, and grant applications.
7. Must be able to demonstrate experience with the formation of non-profit organizations, including but not limited to, achieving 501(c) (3) status, creation of organizational by-laws, and board formation

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General:

1. RFP Response: In order to be considered for selection, Offerors must submit a completed response to the RFP. One (1) original and three (3) copies of each proposal must be submitted to Issuing Agency, Department of Housing and Community Development. No other distribution of proposal shall be made by the Offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove That Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the Department of Housing and Community Development may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
8. Specific plans for providing the proposed goods/services including:
 - a. What, when and how the service will be performed.
 - b. Time frame for completion.
5. Proposed Price. Indicate in the pricing schedule and itemize individual service costs.
6. Small Business Subcontracting Plan – Summarize the planned utilization of Department Small Business and Supplier Diversity DMBE-certified small businesses which include businesses owned by women and minorities, when they have received small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete Annex 7-G.

VIII. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria:

Proposals will be evaluated by the Owner using the following criteria:

	SERVICE	POINTS
1)	Understanding of the Assignment	20
2)	Expertise, qualifications, and references of Offeror	30
3)	Proposed methodology/procedures	20
4)	Price	10
5)	Small Business & Women and Minority Owned Business	20
	TOTAL	100

B. Award of Contract:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. The Offerors may be invited to interview for the position. The Owner may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous. (§11-65D, Code of Virginia.) Should the Issuing Agency or public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror/Contractor's proposal as negotiated.

IX. PREPROPOSAL CONFERENCE:

PREBID CONFERENCE: A optional prebid conference will be held on **October 02, 2019 (10:00 a.m.)** at the Virginia Department of Housing and Community Development, 600 East Main Street, Suite 300, Richmond, Virginia 23219. . If special ADA accommodations are needed, please contact **Christopher Mattox** at **(804) 371-7012** by **October 16, 2019**.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

X. GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
1. **Request For Proposals:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2031, as follows):
July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with *Code of Virginia* § 8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

p

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date

XI. METHOD OF PAYMENT:

- A. Payments will be made monthly to this Contractor for the proportional part of the services rendered during the period.
- B. This Contractor shall submit to the DHCD by the 5th day of the month a statement for approval and payment for the services performed during the preceding month.
- C. The lump sum fixed fee will include all services for the contract period, including expenses.
- D. Should services be required beyond that time, this Contractor will be compensated at a rate set forth in the Contract or, if not set forth in the Contract, at a rate commensurate with the services provided and at the equivalent rates used in the Contract for the personnel classifications involved.

XII. PRICING SCHEDULE:

The Offeror agrees to provide services in compliance with the Statement of Needs and terms and conditions of this Request for Proposals at the proposed lump-sum fixed.

Please quote pricing information for additional tasks (not listed in RFP) if requested by the purchasing agency.

Hourly Rate \$_____

Weekly Rate \$_____

RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth upon written agreement of both parties for (one year)/(2) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

eVA ORDERS AND CONTRACTS: The solicitation/contract will result in (**Three**) purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is or a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Attachment A

Annex 7-G

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Attachment B

Datasheet

1. **Qualification of Firm:** Offeror's signature on this solicitation certifies that his or her firm has the capability and capacity in all respects to satisfy all contractual requirements.
2. **Years in Business:** Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
3. **Is your firm currently registered in eVA?**
Yes _____ Under what name? _____
No _____
4. **References:** Indicate below a listing of at least three (3) references for which you have provided this type of service. One reference must be of an account of similar size to the Commonwealth of Virginia and one reference must be of a recent client whose business you lost. Include the dates service was furnished and the name and address of the person DHCD has permission to contact. A narrative statement shall be provided for each reference, describing the scope, size and type of services provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

Client	Date	Address	Contact Person (w/ phone and fax number and email address)